

RECORDATION NO. 25523-6
FILED

DEC 29 '08 -8 35 AM

SURFACE TRANSPORTATION BOARD

OF COUNSEL
URBAN A. LESTER

ALVORD AND ALVORD
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WASHINGTON, D.C.

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

December 29, 2006

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum Participant Assignment and Security Agreement, dated as of December 29, 2006, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease being filed with the Board under Recordation Number 25523-F.

The names and addresses of the parties to the enclosed document are:

Collateral Agent: ABN AMRO Advisory, Inc.
540 W. Madison, Suite 2102
Chicago, Illinois 60661

Lessor: ABN AMRO BANK N.V.
540 W. Madison, Suite 2131
Chicago, Illinois 60661

Mr. Vernon A. Williams
December 29, 2006
Page 2

A description of the railroad equipment covered by the enclosed document is:

236 hopper cars:

ETCX 152000, ETCX 252178, ETCX 252209 -ETCX 252210,
ETCX 252219, ETCX 252234, ETCX 252275, ETCX 252294, and
ETCX 252311 – ETCX 252538.

A short summary of the document to appear in the index is:

Memorandum Participant Assignment and Security Agreement.

Also enclosed is a check in the amount of \$33.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm
Enclosures

**FILING AND RECORDING REQUESTED BY,
AND WHEN FILED AND RECORDED RETURN TO:**

Alvord & Alvord
1050 17th Street, N.W., Suite 301
Washington, DC 20006-5556
Attention: Robert W. Alvord, Esq.

RECORDING 25523 FILED
DEC 29 06 8 35 AM
SURFACE TRANSPORTATION BOARD

-----SPACE ABOVE THIS LINE FOR RECORDER'S USE-----

MEMORANDUM OF PARTICIPANT ASSIGNMENT AND SECURITY AGREEMENT

dated as of December 29, 2006

between

ABN AMRO ADVISORY, INC.,
as Collateral Agent,

ABN AMRO BANK N.V.,
as Lessor

THIS MEMORANDUM OF PARTICIPANT ASSIGNMENT AND SECURITY AGREEMENT ("Memorandum") dated as of December 29, 2006 is between ABN AMRO ADVISORY, INC., not in its individual capacity but solely as Collateral Agent, with an address at 540 West Madison, Suite 2102, Chicago, Illinois 60661 (the "Collateral Agent") and ABN AMRO BANK N.V., as Lessor, with an address at 540 W. Madison, Suite 2131, Chicago, Illinois 60661 ("Lessor").

WITNESSETH:

WHEREAS, Lessor and Eastman Chemical Company, as Lessee ("Lessee") have entered into that certain (unfiled) Lease dated as of March 30, 2005 (as from time to time amended, restated, supplemented or otherwise modified, the "Lease") pursuant to which Lessee has granted to Lessor, for the benefit of the Participants party to the Participation Agreement (as defined herein), a first priority security interest in all of the Units and other Collateral to secure the payment by Lessee of all sums due and payable by Lessee and the performance by Lessee of all of its obligations under the Lease, each of the Lease Supplements and the other Operative Documents; and

WHEREAS, Lessor, Collateral Agent, ABN AMRO BANK N.V., as Administrative Agent ("Administrative Agent") and the Participants identified therein have entered into that certain Participant Assignment and Security Agreement dated as of March 30, 2005 (as from time to time amended, restated, supplemented or otherwise modified, the "Participant Assignment and Security Agreement") pursuant to which Lessor has granted to Collateral Agent, for the benefit of the Participants, a first priority security interest in all of Lessor's interest in the Lease, each Lease Supplement entered into from time to time, all of the Units and the other Lessor Collateral to secure the payment of all sums due and payable to the Participants with respect to their Participation Interests and the performance by Lessor of its obligations to the Participants under the Participant Assignment and Security Agreement and the other Operative Documents.

NOW, THEREFORE, in consideration of the mutual premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For all purposes hereof, the capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in Appendix 1 to that certain Participation Agreement dated as of even date herewith, among Eastman Chemical Company, as Lessee, Lessor, Administrative Agent, Collateral Agent and the Participants identified therein (as from time to time amended, restated, supplemented or otherwise modified, the "Participation Agreement"). The rules of interpretation set forth in such Appendix 1 shall also apply hereto.

2. This Memorandum evidences of record the Participant Assignment and Security Agreement, and all references herein or in the other Operative Documents to the Participant Assignment and Security Agreement shall be deemed to include this Memorandum.

3. Pursuant to the terms of the Participant Assignment and Security Agreement, Lessor has granted to Collateral Agent a first priority security interest in all of the Lessor

Collateral, including without limitation the Lease, each Lease Supplement and the Units identified in that certain Lease Supplement No. 14, dated as of December 29, 2006, and which are listed on Annex A attached hereto.

4. The parties hereto wish to show for public record this Memorandum and accordingly have caused this Memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

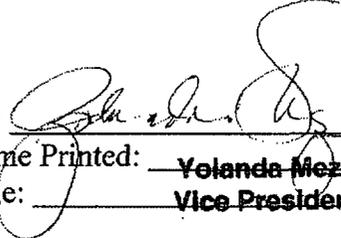
5. This Memorandum may be executed in counterparts, each such counterpart shall be binding on both parties hereto, notwithstanding that both parties are not signatories to the same counterpart.

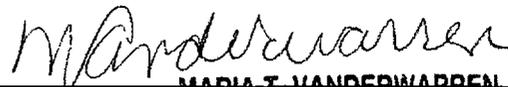
[Signatures on next page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum to be duly executed by an officer thereunto duly authorized as of the date and year first above written.

COLLATERAL AGENT:

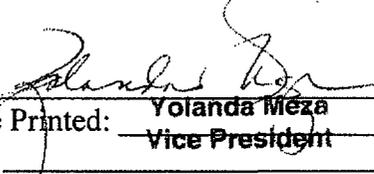
ABN AMRO ADVISORY, INC.

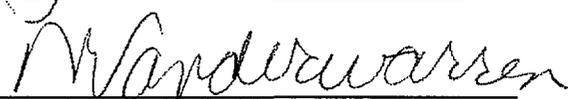
By: 
Name Printed: Yolanda Meza
Title: Vice President

By: 
Name Printed: MARIA T. VANDERWARREN
Title: ASSISTANT VICE PRESIDENT

LESSOR:

ABN AMRO BANK N.V.

By: 
Name Printed: Yolanda Meza
Title: Vice President

By: 
Name Printed: MARIA T. VANDERWARREN
Title: ASSISTANT VICE PRESIDENT

ACKNOWLEDGMENT- COLLATERAL AGENT

STATE OF Illinois)
)
COUNTY OF Cook)

On December 20, 2006, before me, Yvette Styles, a Notary Public in and for said State, personally appeared Yolanda Meza and Maria Vanderwarren, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Yvette Styles* (Seal)



ACKNOWLEDGMENT-LESSOR

STATE OF Illinois)
)
COUNTY OF Cook)

On December 20, 2006, before me, Yvette Styles, a Notary Public in and for said State, personally appeared Yolanda Meza and Maria Vanderwarren, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Yvette Styles* (Seal)



ANNEX A

Description of Units

See attached.

Description of Units

Purchase Price

Car Type	Unit Number	Year Built	Purchase Price
Hopper	ETCX 252234	2006	78,336
Hopper	ETCX 252275	2006	78,336
Hopper	ETCX 252294	2006	78,336
Hopper	ETCX 252311	2006	78,336
Hopper	ETCX 252312	2006	78,336
Hopper	ETCX 252313	2006	78,336
Hopper	ETCX 252314	2006	78,336
Hopper	ETCX 252315	2006	78,336
Hopper	ETCX 252316	2006	78,336
Hopper	ETCX 252317	2006	78,336
Hopper	ETCX 252318	2006	78,336
Hopper	ETCX 252319	2006	78,336
Hopper	ETCX 252320	2006	78,336
Hopper	ETCX 252321	2006	78,336
Hopper	ETCX 252322	2006	78,336
Hopper	ETCX 252323	2006	78,336
Hopper	ETCX 252324	2006	78,336
Hopper	ETCX 252325	2006	78,336
Hopper	ETCX 252326	2006	78,336
Hopper	ETCX 252327	2006	78,336
Hopper	ETCX 252328	2006	78,336
Hopper	ETCX 252329	2006	78,336
Hopper	ETCX 252330	2006	78,336
Hopper	ETCX 252331	2006	78,336
Hopper	ETCX 252332	2006	78,336
Hopper	ETCX 252333	2006	78,336
Hopper	ETCX 252334	2006	78,336
Hopper	ETCX 252335	2006	78,336
Hopper	ETCX 252336	2006	78,336
Hopper	ETCX 252337	2006	78,336
Hopper	ETCX 252338	2006	78,336
Hopper	ETCX 252339	2006	78,336
Hopper	ETCX 252340	2006	78,336
Hopper	ETCX 252341	2006	78,336
Hopper	ETCX 252342	2006	78,336
Hopper	ETCX 252345	2006	78,336
Hopper	ETCX 252346	2006	78,336
Hopper	ETCX 252347	2006	78,336
Hopper	ETCX 252348	2006	78,336
Hopper	ETCX 252349	2006	78,336
Hopper	ETCX 252350	2006	78,336
Hopper	ETCX 252351	2006	78,336
Hopper	ETCX 252353	2006	78,336

Hopper	ETCX 252354	2006	78,336
Hopper	ETCX 252355	2006	78,336
Hopper	ETCX 252343	2006	78,175
Hopper	ETCX 252344	2006	78,175
Hopper	ETCX 252356	2006	78,336
Hopper	ETCX 252361	2006	78,336
Hopper	ETCX 252362	2006	78,336
Hopper	ETCX 252363	2006	78,336
Hopper	ETCX 252364	2006	78,336
Hopper	ETCX 252365	2006	78,336
Hopper	ETCX 252366	2006	78,336
Hopper	ETCX 252367	2006	78,336
Hopper	ETCX 252369	2006	78,336
Hopper	ETCX 252371	2006	78,336
Hopper	ETCX 252372	2006	78,336
Hopper	ETCX 252373	2006	78,336
Hopper	ETCX 252374	2006	78,336
Hopper	ETCX 252375	2006	78,336
Hopper	ETCX 252376	2006	78,336
Hopper	ETCX 252377	2006	78,336
Hopper	ETCX 252378	2006	78,336
Hopper	ETCX 252379	2006	78,336
Hopper	ETCX 252380	2006	78,336
Hopper	ETCX 252381	2006	78,336
Hopper	ETCX 252382	2006	78,336
Hopper	ETCX 252383	2006	78,336
Hopper	ETCX 252385	2006	78,336
Hopper	ETCX 252386	2006	78,336
Hopper	ETCX 252387	2006	78,336
Hopper	ETCX 252388	2006	78,336
Hopper	ETCX 152000	2006	88,018
Hopper	ETCX 252210	2006	78,336
Hopper	ETCX 252352	2006	78,336
Hopper	ETCX 252357	2006	78,336
Hopper	ETCX 252358	2006	78,336
Hopper	ETCX 252359	2006	78,336
Hopper	ETCX 252370	2006	78,336
Hopper	ETCX 252384	2006	78,336
Hopper	ETCX 252389	2006	78,336
Hopper	ETCX 252390	2006	78,336
Hopper	ETCX 252391	2006	78,336
Hopper	ETCX 252392	2006	78,336
Hopper	ETCX 252393	2006	78,336
Hopper	ETCX 252394	2006	78,336
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Hopper	ETCX 252409	2006	78,336
Hopper	ETCX 252410	2006	78,336
Hopper	ETCX 252411	2006	78,336
Hopper	ETCX 252412	2006	78,336
Hopper	ETCX 252413	2006	78,336
Hopper	ETCX 252414	2006	78,336
Hopper	ETCX 252415	2006	78,336
Hopper	ETCX 252416	2006	78,336
Hopper	ETCX 252418	2006	78,336
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Hopper	ETCX 252462	2006	78,342
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Hopper	ETCX 252529	2006	77,977
Hopper	ETCX 252515	2006	77,816
Hopper	ETCX 252535	2006	77,816
Hopper	ETCX 252538	2006	77,816

18,491,271

CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: December 29, 2006



Edward M. Luria